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purpose of his own; and not to become a mere guarantor or surety for another's debt, the promise is valid, although not in writing. *Fitzgerald v. Morrissey*, 14 Neb. 198, 15 N. W. 233; *Crawford v. Edison*, 45 Ohio St. 239, 13 N. E. 80; *Pizzi v. Nardello*, 209 Pa. 1, 57 Atl. 1100; *Miller v. Davis* (Ky.), 182 S. W. 839; *Gonzales v. Garcia* (Tex. Civ. App.), 179 S. W. 932. In such a case, the benefit which inures to the promisor is a new and sufficient consideration to support the promise. *Sinkovitz v. Applebaum*, 56 Misc. 527, 107 N. Y. Supp. 122. But, in order for a promise of this kind not to be within the statute of frauds, the resulting benefit to the promisor must be the consideration which induced him to make the promise; and it is not sufficient if he be only incidentally benefitted thereby. *Clapp v. Webb*, 52 Wis. 638, 9 N. W. 796. Thus, where a mortgagee promised orally to see that the manager of the mortgagor's property was paid if he would remain in the mortgagor's employ, the manager never having threatened to leave, the contract was unenforceable. *West v. Grainger*, 46 Fla. 257, 35 South. 91.

It is held, by the weight of authority, that if the original debtor remains liable the promise is collateral and within the statute; but if there is an entire novation, a substitution of the promisor for the original debtor who is released, the promise is not to answer for the debt of another and, therefore, valid though oral. *Griffin v. Cunningham*, 183 Mass. 505, 67 N. E. 660; *Anderson v. Davis*, 9 Vt. 136, 31 Am. Dec. 612. But if the promisor receives some benefit from his promise, such as an assignment of property or a relinquishment of liens on property in which he has an interest, the rule that there must be an extinguishment of the original debt does not apply, for the benefit derived by the promisor is a sufficient consideration to support his promise. *Small v. Shaefer*, 24 Md. 143; *Luark v. Maloney*, 34 Ind. 44; *Weisel v. Spence*, 59 Wis. 301, 18 N. W. 165.

WORKMEN'S COMPENSATION ACT—CONSTRUCTION—"PERSONAL INJURY."—A workmen's compensation act provided for compensation for personal injuries arising out of and in the course of one's employment. A woman was disabled by the aggravation of a pre-existing heart disease caused by the muscular exertion required by her employment performed in its regular manner. *Held*, she is entitled to compensation under the act. *In re Madden* (Mass.), 111 N. E. 379. See NOTES, p. 625.